

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400343

PRINT DATE: 01/30/13

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1113111598

ACME SUPPLY CO LTD

10 CEDAR SWAMP RD STE 7

GLEN COVE, NY

(800 )567-8025

11542

### REFER QUESTIONS TO:

LEAH HINSON

(410 )767-4632

LEAH.HINSON@DGS.STATE.MD.US

**ITB:**

**EXPR DATE:** 01/31/14

**POST DATE:** 01/30/13

**DISCOUNT TERMS:** .

NET 30 DAY

**CONTRACT AMOUNT:**

.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*  
\*  
\*     S T A T E W I D E     C O N T R A C T     \*  
\*     =====     \*  
\*  
\*                     C O V E R I N G                     \*  
\*     CLOTHING:     UNDERWEAR, SOCKS, PJS, ETC.     \*  
\*\*\*\*\*

SCOPE OF CONTRACT: FOR FURNISHING CLOTHING TO THE USING AUTHORITIES OF THE STATE OF MARYLAND FOR THE DURATION OF THE CONTRACT AS FOLLOWS:

CONTRACT PERIOD: FEBRUARY 01, 2012 THRU JANUARY 31, 2014.

THERE ARE NO EXISTING OPTIONS TO RENEW THIS CONTRACT.

### PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400343

PRINT DATE: 01/30/13

PAGE: 02

### TERMS (cont'd):

MONTH ALONG WITH THE MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE CHECK SHOULD BE MADE PAYABLE TO MARYLAND DEPARTMENT OF GENERAL SERVICES. THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM DATABASE SPECIALIST, KATRINA ROBERTS, AT KATRINA.ROBERTS@DGS.STATE.MD.US.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

UNLESS OTHERWISE PROVIDED IN THE STATE SOLICITATION DOCUMENTS.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT OF \$2,500 OR LESS.

### PAYMENT OF STATE OBLIGATIONS:

=====

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN THIRTY (30) DAYS AFTER THE STATES RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

### GENERAL CONDITIONS:

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400343

PRINT DATE: 01/30/13

PAGE: 03

### TERMS (cont'd):

- A. QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.
- B. QUOTED PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.
- C. MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00, AMOUNTS LESS WILL BE SHIPPED WITH FREIGHT CHARGES PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM.
- D. DELIVERY MUST BE COMPLETED WITHIN TEN (10) WORKING DAYS AFTER RECEIPT OF ORDER FROM USING AUTHORITY.
- E. SAMPLES UPON REQUEST WITHIN FIVE (5) WORKING DAYS.
- F. BIDDER MUST SPECIFY MANUFACTURER AND STYLE NO. FOR EACH ITEM.
- G. ALL GOODS ARE TO BE FIRST QUALITY MERCHANDISE- NO SECONDS OR IRREGULARS WILL BE ACCEPTED.
- H. SOME ITEMS MAY BE LOT AWARDED AT THE OPTION OF THE DEPARTMENT, SUCH AS UNDERWEAR, SWEATS, PAJAMAS, THERMALS, ETC.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	20069-712015	DZ	14.0000
TEE SHIRTS, ALL COTTON, CREWNECK, WHITE. MENS' SIZES S/XL MFG. AND BRAND NAME _____			

---

0002	20069-712020	DZ	18.0000
TEE SHIRTS, ALL COTTON, CREWNECK, WHITE. MENS' SIZES XXL, XXXL			

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400343

PRINT DATE: 01/30/13

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

MFG. AND BRAND NAME \_\_\_\_\_

0003	20069-712115	DZ	14.0000
------	--------------	----	---------

TEE SHIRTS, BLEND 50% POLYESTER, 50% COTTON, CREWNECK, WHITE. MENS'  
SIZES S-XL

MFG. AND BRAND NAME \_\_\_\_\_

END OF ITEM LIST \_\_\_\_\_

THIS CONTRACT WAS CONDUCTED AS A COMPETITIVE SEALED BID AND WAS  
AWARDED TO THE SUCCESSFUL BIDDER WHO SUBMITTED THE LOWEST  
RESPONSIBLE AND RESPONSIVE BID TO THE SPECIFICATIONS OF THE  
SOLICITATION FOR EACH LINE ITEM.

VENDOR MUST INCLUDE THEIR FEDERAL IDENTIFICATION NUMBER AND 9-DIGIT  
ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY  
RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE  
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE,  
AND/OR BIODEGRADABLE MATERIALS.

A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM  
A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH  
THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE.  
WHERE SUCH A BUSINESS PREFERENCE IS PROVIDED, THE PREFERENCE SHALL BE  
THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM  
IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A PROPOSAL FOR A STATE  
PROJECT SHALL ATTACH TO THE PROPOSAL A COPY OF THE CURRENT STATUTE,  
RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE  
OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF  
NONRESIDENT BIDDERS.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE

DATE: \_\_\_\_\_